Commissioner, Mandya District and his subordinates and also Special Land Acquisition Officer, Mandya to exercise the powers conferred by Section 4 (2) of the Act. Under Sub-Section (4) of Section 17 of the Land Acquisition Act of 1894, as amended by Act No. I of 1927, the Government direct that in view of the urgency of the case, the provisions of Section 5-A of the Act shall apply to the acquisition of the land noted below.

MANDYA DISTRICT, MANDYA TALUK, KASABA HOBLI, HULIVANA VILLAGE.

Name of khatedar or Anubhavadar	S. No. or Ml. No.	Whether dry, wet or garden, etc.	Total extent	Kharab	Extent now required: Extent	Extent now required: Assessment	Boundaries: East	West	North	South
Siddiah, son of Doddaboregowdana Manchiah.	44 P	Dry	4 acres	...	4 acres	Rs. 8-0-0	Remaining area	Remaining area	Survey No. 46	Remaining area
					Total 4 acres					

Dated 5th March 1947.

No. P. W. 5805-9—K. R. S. 1-46-142. Under Section 6 of the Land Acquisition Act of 1894, as amended by the Land Acquisition Amendment Act No. I of 1927, the Government of His Highness the Maharaja of Mysore declare that the land measuring 4 acres be the same, a little more or less, is needed for a public purpose, to wit, Quarrying stone and levy for the service road of Maddur Branch and other works; and under Sections 4 and 7 of the same Act, the Special Land Acquisition Officer, Mandya is appointed to perform the functions of a Deputy Commissioner under the Act and directed to take orders for the acquisition of the said lands. Under sub-section (1) of Section 17 of the Act, the Government further direct that the possession of the said land may be taken on the expiry of fifteen days from the date of publication of the notice mentioned in Section 9 (1) of the Act. A plan of the land is kept in the Office of the Special Land Acquisition Officer, Mandya, and may be inspected at any time during office hours.

MANDYA DISTRICT, MANDYA TALUK, KASABA HOBLI, HULIVANA VILLAGE.

Name of khatedar or Anubhavadar	S. No.	Whether dry, wet or garden, etc.	Total extent	Kharab	Remaining extent.	Assessment	Extent now required: Extent	Extent now required: Assessment	Boundaries: East	West	North	South
Siddiah, son of Doddaboregowdana Manchiah.	44 P	Dry	4 acres	3 acres	1 acres	Rs. 8-0-0	4 acres	Rs. 8-0-0	Remaining area	Remaining area	Survey No. 45	Remaining area
							Total 4 acres					

6939

B. S. NARASINGA RAO, *P. W. Secy.*

GENERAL SECRETARIAT

Notification dated Bangalore, the 20th March 1947.

No. S. R. 3652—L. W. 196-46-2. Under Section 12 (4) of the Mysore Labour Act, XIII of 1942, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore in respect of the failure of the conciliation proceedings in the dispute between the Labour Association of the Mysore Iron and Steel Works, Bhadravati and the concerned Works Management in regard to a notice of change given by the said Association putting forth certain demands set forth therein.

6996 MOHAMED ISMAIL SHERIFF, *Gl. Secy.*

OFFICE OF THE CHIEF CONCILIATOR IN MYSORE, BANGALORE.

Dated 8th March 1947.

To

The Secretary to the Government of Mysore.
General Department,
Bangalore.

Sir,

No. C. C. 15—46. I have the honour to make the following report under Section 12 (4) of the Mysore Labour Act, relating to a dispute between the Mysore Iron and Steel Works Labour Association, Bhadravati, and the concerned Works Management, in regard to a notice of change given by the said Association putting forth the following nine demands :—

Demand No. 1.—*Re* grant of a heat allowance of Re. 0-4-0 per day, and also grant of a day's 'off' (with pay) per week, to all the employees working in heat departments;

Demand No. 2.—*Re* sanction of a bonus of four months' salary to all the employees who have worked hard so that the works may earn more profit.

Demand No. 3.—*Re* payment of 15 months' salary as gratuity to all the retired employees, along with the Provident Fund.

Demand No. 4.—*Re* enhancement of salaries and wages by 25 per cent and grant of increments each year

Demand No. 5.—*Re* providing of houses (works' quarters) to each of the employees within a year.

Demand No. 6.—*Re* the minimum earnings of each employee not to be less than one rupee per day.

Demand No. 7.—*Re* grant of an Industrial court with two representatives of the labourers, two representatives of the Management and a Judge appointed by Government.

Demand No. 8.—*Re* confirmation of temporary employees working for one year and more in their appointments.

Demand No. 9.—*Re* full pay and dearness allowance to employees who meet with accidents during the period of their disablement.

(2) The Secretary of the Labour Association gave to the concerned Works Management a notice of change in respect of the above case, desiring several changes as set out above. As the Management did not accept these demands and as the parties did not come to an agreement during the negotiations conducted by the Assistant Commissioner of Labour, Mysore Division, the Commissioner of Labour referred the case to this Office for initiating conciliation proceedings under Section 10 (3) of the Labour Act.

(3) The case was accordingly registered and intimations to the parties were issued for hearing. I held conciliation proceedings at Bangalore on 7th March 1947 and discussed at some length the several items of Demands.

(4) The Management was represented by Mr. M. K. Narasimhan, General Manager of the Works assisted by Mr. Ganapathi, Chief Welfare and Labour Officer of the Works, while Mr. N. Venkata Rao, President of the Association assisted by the Vice-President and the Secretary represented the Association. The Assistant Commissioner of Labour, Mysore Division (Mr. C. N. Nanjappa) was present throughout.

(5) The several items of demands were considered one by one and discussed fully on both sides with the following result :—

Demand No. 1.—*Re grant of heat allowance and the grant of a day's off (with pay) per week to all the employees working in heat department.*—The Association representative stated that this is very necessary and that heat allowance is being paid in the Heat Departments in other similar works and that the same should be paid here also. He quoted Tata's as an instance where such allowance is being paid. The Management representative states that the wages in various sections have all been fixed after detailed consideration of the

types of work and that it is not possible to grant further special allowance. Regarding the grant of a 'day off' (with pay) per week, the Management's view is that the ruling principle for paying the daily rated staff is payment for the hours of work actually done, and as no work is done by them on 'off days' no payment is due for these days. The Association representative contended that there should be no distinction between the monthly rated employees and the daily rated employees. The Management representative does not accept the stand taken by the Labour representative. After further discussion, the actual position was explained and it was suggested that the Labour representative might withdraw this demand as brought and consider the question under other aspects. But the Labour representative not being satisfied with the explanation, presses both the points in the demand. The Management representative is not able to accept this demand. Hence no agreement is possible in respect of this demand.

Demand No. 2.—Re sanction of a bonus of 4 months salary to all the employees.—The Management representative explains that bonus is an extra gratuity paid to the employees and that it depends upon many other consideration apart from the financial result of the operations and that further it is a point for decision by the Management every year. The Association representative does not accept this contention and he presses the demand. The Management representative says, the Management cannot agree to this demand. Thus no agreement is possible in respect of this demand.

Demand No. 3.—Re payment of 15 months' salary as gratuity to all the retired employees, along with the Provident Fund.—The Management representative explains that this is governed by the Work Service Rules applicable to all Government Industrial Establishments in the State, that gratuity is being paid for the period not covered by the Provident Fund Benefits, and that this demand cannot be accepted. The Association representative presses the demand. Hence no agreement is possible in regard to this demand.

Demand No. 4.—Re enhancement of salaries and wages by 25 per cent.—The Management representative explains that incremental scales of wages have been introduced only recently after detailed examination of all aspects of the question and that further revision is not possible now. The Association representative is not satisfied with the reply and he presses the demand. The Management representative regrets that it is not possible to concede this demand. So, no agreement could be reached in respect of this demand.

Demand No. 5.—Re providing of houses (Workers' quarters) to each of the employees within a year.—The Management representative states that although work was started some years ago with a view to provide more housing accommodation particularly for labourers, the work is seriously hampered by scarcity of building materials and skilled labour. He further says that the Works have also granted facilities from time to time for the employees to build their own houses. He further states that house building works have again been started and this question is being viewed sympathetically and efforts will be made to speed up a provision of more housing accommodation for all classes of employees. The Association President is not satisfied with the explanation and he presses the demand, as brought. Hence no agreement is possible in regard to this demand.

Demand No. 6.—Re minimum earnings to employees.—The Management side put forth the same agreement as in respect of demand No. 4. They say that incremental scales of wages were introduced recently and it was too early to revise them. The Association representative presses the demand. The Management's representative says it is not possible to accept this demand. As such no agreement is possible in respect of this demand.

Demand No. 7.—Re constitution of Industrial Court.—The Management side explained the position. The Association representative agrees to the suggestion to withdraw this demand. So, this demand is withdrawn.

Demand No. 8.—Re confirmation of temporary employees.—The Management representative stated that temporary employees working for a year or more against permanent sanctions will be confirmed and the matter is being examined. The Association representative wants that all the temporary employees working for one year or more should be confirmed in their appointments. The Managements side say that it is not possible to accept the demand as it is. The Labour representative presses the demand. So, no agreement is possible on this demand either.

Demand No. 9.—Re payment of full pay and dearness allowance to be paid to employees who meet with accidents during the period of their disablement.—The Management representative explains that payment of compensation in respect of cases of injuries by accidents is governed by the Workmen's Compensation Act and that the works have liberalised the Rules by waiving the waiting period of 7 days. He added that overtime and acting allowances, if any, and dearness allowance are taken into account for assessing the compensation. The Association representative is not satisfied with this explanation and he presses the demand as put forth cannot be conceded.

All possible ways of settlement were explored, but the parties did not come to a settlement in regard to any of the demands, except demand No. 7 which is withdrawn.

(7) Thus, of the nine demands in this case, one demand (*i.e.*, No. 7) was withdrawn and the other eight demands were pressed by the Association but could not be accepted by the Management.

(8) The conciliation in regard to these eight demands thus ended in failure, which I hereby report.

(9) I request that this report may be published in the Gazette as required in Sub-Section (4) of Section 12 of the Mysore Labour Act.

I have the honour to be,
Sir,
Your most obedient servant,
NAVANEETHAM,
Chief Conciliator.

Dated 20th March 1947.

No. S. R. 3653—L. W. 195-46-2. Under Section 12 (4) of the Mysore Labour Act XIII of 1942, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore in respect of the failure of conciliation proceedings in the dispute between the Labour Association of the Suryodaya Mills Labour Association, Pit Colony, Malleswaram, P. O. and the concerned Mills Management at Yesvanthapur in regard to the notice of change given by the said Labour Association setting forth ten demands mentioned therein.

6995 MOHAMED ISMAIL SHERIFF, *Gl. Secy.*

OFFICE OF THE CHIEF CONCILIATOR
IN MYSORE, BANGALORE.

Dated 7th March 1947.

To

The Secretary to the Government of
His Highness the Maharaja of Mysore,
General Department, Bangalore.

Sir,

No. C. C. 14—46. I have the honour to make the following report under Section 12 (4) of the Mysore Labour Act, relating to a dispute between the Suryodaya Mills Labour Association, Pit Colony, Malleswaram, P. O., and the concerned Mills Management at Yesvanthapur in regard to the following ten demands :—

(1) Reduction in the working hours from 10 hours to 8 hours per day;

(2) Grant of holiday on Saturday and thus reduce the weekly hours of work to 40 hours ;

(3) Reduction in the Daily wages as a result of reduction of daily hours of work and the enhancement of the piece rates by 20 per cent ;

(4) Grant of privilege leave with full pay ;

(5) Grant of sick-leave with full pay ;

(6) Appointment of a woman maistry to supervise women workers ;

(7) Grant of minimum daily wages of Re. 1—per worker ;

(8) Grant of Service Bonus to each piece rate worker ;

(9) Enhancement of Dearness Allowance ;

and (10) Grant of three months' salary or wages as annual bonus.

2. The Secretary of the Labour Association gave to the concerned Mills Management a notice of change desiring the above changes. As the Management did not accept these demands and as the parties did not come to an agreement during the negotiations conducted by the Assistant Commissioner of Labour, Bangalore Division, the Commissioner of Labour referred the case to this office for initiating conciliation proceedings under Section 10 (3) of the Labour Act.

3. The case was accordingly registered and intimations to the parties were issued for hearing. I held conciliation proceedings at Bangalore on the 4th March 1947 and discussed the several items of Demands.

4. The Management was represented by Mr Srinivasan, Manager of the Mills, while Mr. Papalu, President of the

Association represented the Association. In the absence of the Assistant Commissioner of Labour, Bangalore Division, on leave, the Labour Gazetted Probationer (Mr. K. H. Ramadas, B.A.,) was present throughout.

5 The case was taken up and all the demands discussed at some length with the following result.—

Demand No. 1:—Re: reduction in the number of working hours per day:—The Management stated that 8 hours shift had since been introduced and, as such, the Association has got what they asked. In view of this, the Association representative does not press the demand. So, this is treated as withdrawn by the Association.

Demand No. 2:—Re: Grant of holiday on Saturday and the reduction of working hours to 40 hours a week:—The Association representative does not press the demand. So, this is treated as withdrawn.

Demand No. 3:—Re: Reduction of wages as the result of reduction in the hours of work and re; the enhancement of wages for piece work by 20 per cent:—The Management representative stated that no reduction in wages has been effected though the number of working hours per day have been reduced to 8 hours. In view of this explanation, the Association representative does not press this portion of the demand.

As regards increase of wages to piece-workers by 20 per cent, the Management representative contended that it was open to piece worker to avail of the full hours of their shift and work without waste of time and earn more and that there was no justification for demanding more. After further discussion, the Association representative not being satisfied with the explanation of the Management representative and with the suggestion to consider further, press this portion of the demand. The Management does not concede. Hence, a failure in regard to this portion of this demand.

Demand No. 4—Re: Grant of privilege leave with full pay: The Management representative stated that this matter is before the Proprietor for consideration and it could not be decided earlier on account of the proprietor being busy with other urgent matters. He promises to have the question decided in about two months time. It is suggested to the Association representative that some two months time may be allowed to the Management and that if no decision is reached by the Management by then, the Association, may then issue a fresh notice of change. The Association representative agrees to this suggestion and does not press the demand. So, this demand is treated as withdrawn.

Demand No. 5.—Re. Grant of sick leave with pay.—The Management's representative regrets it is not possible to grant sick leave of one month with full pay (including allowances as demanded). He adds that in no textile mill sick leave of one month with full pay is given and that for sickness on account of accidents happening in the Mills, the Management is incurring the charges for the medical treatment as a matter of concession and allowing at discretion half the pay to the sick worker during the period. After further discussion the Association representative states that he does not press the demand as it is, but presses the grant of sick leave with full pay at least for a week in a year. The Management representative states that since this is a fresh demand, though a modification of the original demand, he would place the demand before the Proprietor for consideration and orders, and that two months time may be allowed. The Association representative has no objection for the grant of time asked for by the Management, on the understanding that if the Management does not come to a decision within the time of two months or if the decision is not acceptable to the Association, it would be open to the Association to give a fresh notice of change to the Management urging for the grant of sick leave with full pay for one week per year. In the result, the Labour representative withdraws the demand, as put forward, in the Notice of Change. So this demand is treated as closed.

Demand No 6.—Re. appointment of woman supervisor.—The Association representative says that this demand is made in order to see that women workers are not treated in a derogatory or unbecoming way by men supervisors. The Management representative stated that no such instances have been brought to their notice either by the workers or the Association and that if any such instances are brought to their notice, it would be enquired into and suitable action taken. In view of this assurance the Association representative withdraws the demand.

Demand No. 7.—Re. grant of daily minimum wages of rupee one—per worker with annual increments—The Management representative explained that they were now paying a minimum wage of Re. 0-6-6 per worker and that the same is being increased according to efficiency of the worker. The subject was discussed at some length. Finally the Association representative urges that at least eight annas per day may be paid. The Management representative states that the Association representative has not made out any case for demanding enhancement in wages. The Association representative is not able to explain the demand by statistics. He says that he would collect statistics and then put up this as a fresh demand and that he withdraws the present demand now. Hence it is treated as withdrawn and closed.

Demand No. 8.—Re. Grant of Service Bonus.—The demand is not intelligible. The Labour representative is not able to explain the demand. As such the Management is not able to give any reply. This is pointed out to the Association representative. He is agreeable to treat this demand as withdrawn.

Demand No. 9.—Re. Grant of Dearness Allowance of Rs. 30 per mensem.—The Association representative explains that the cost of living has gone up very high and that the present rates of Dearness Allowance are inadequate and should be enhanced. He also urges that Messrs. Binny & Co., and other Mills are paying higher rates of Dearness Allowance. The Management representative states that they are paying Rs. 8 per mensen per worker who earns Rs. 8 or less; Rs. 10 per mensen per worker who earns above Rs. 8 and less than Rs. 12; and Rs. 12-8-0 per mensen per worker who earns Rs. 12 and more per month and that any enhancement at present is not possible in view of their bad financial position. Finally, after discussion, the Labour representative wants at least Rs. 20 per mensen per worker to be given. The Management representative says that the Management is not in a position to concede this, in view of heavy loss to the Management for the last two years. The Labour representative is not satisfied with the explanation of the Management and he presses the demand. The Management regret their inability to concede the demand. Hence no settlement in respect of this demand, could be reached.

Demand No. 10.—Re. Grant of 3 months salary as bonus.—The Management representative says that they are paying one month's pay or wages as bonus every year and the demand of the Association is exhorbitant and cannot be conceded. The Association representative is not able to substantiate their demand with reference to any statistics and facts but still presses the demand. The Managemant representative regrets that it is not possible to concede this demand. Hence no settlement could be reached in regard to this demand.

All possible ways of settlement were explored, but the parties did not come to a settlement in respect of second part of demand No. 3 and of demands Nos. 9 and 10 (the other demands being treated as withdrawn and closed).

Thus, of the ten demands in this case, 7 demands and a portion of another demand were withdrawn and the other two demands (No. 9 & 10 and a portion of Demand No. 3 were pressed by the Association but were not accepted by the Management.

7. The conciliation in regard to latter portion of demand No. 3 and to demands Nos. 9 and 10 thus ended in failure, which I hereby report.

I request that this report may be published in the Gazette as required in sub-section (4) of Section 12 of the Mysore Labour Act.

I have the honour to be,
Sir,
Your most obedient servant,
NAVANEETHAM,
Chief Conciliator.

6995

EDUCATION SECRETARIAT.

Dated 24th March 1947.

No M. 10919 P. H. Whereas the Government of His Highness the Maharaja of Mysore are satisfied that there is a danger of the spread to uninfected areas of Plague from Chelur in the Bagepalli Taluk, Kolar District, if persons from outside areas in the Mysore State or elsewhere are permitted to assemble in the place on the occasion of the weekly shandies.

In exercise of the powers vested in them under the Mysore Epidemic Diseases Act, II of 1897, Government are pleased to prohibit the holding of the weekly shandy at the place mentioned above for a further period of one month from 3rd March 1947 to 3rd April 1947 in continuation of the Government Notification No. M. 8279.—P. H. 96-46-4, dated 12th February 1947, prohibiting the holding of the weekly shandy